

**DISTRICT OF COLUMBIA COURTS
SOLICITATION, OFFER AND AWARD
FOR SUPPLIES, OR SERVICES**

ISSUED BY: DISTRICT OF COLUMBIA COURTS
ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
700 6th STREET, N.W., 12TH FLOOR
WASHINGTON, D.C. 20001

DATE ISSUED: March 29, 2023

QUESTIONS DUE DATE: April 11, 2023
2:00 P.M., Eastern Standard Time ("EST")

SOLICITATION NUMBER: DCSC-23-RFP-67

CLOSING DATE: May 5, 2023
CLOSING TIME: 2:00 P.M., EST

OFFER/BID FOR: Guardian Ad Litem (GAL) Representation
to Abused Neglected Children

MARKET TYPE: Open

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OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations "Offer" and Offeror" mean Bid" and Bidder."

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under "AWARD" below, this offer and the provisions of the RFP will constitute a Formal Contract.		
<p style="text-align: center;">OFFEROR</p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code & Telephone Number:</p>	<p>Name and title of Person Authorized to Sign Offer: (Type or Print)</p>	
	<p>Signature</p> <p style="text-align: right;">(Seal)</p>	<p>Date:</p>
	<p>Impress Corporate Seal</p> <p>Corporate (Secretary) _____ (Seal) (Attest)</p>	

AWARD (To be completed by the District of Columbia Courts)

CONTRACT NO. _____		AWARD AMOUNT \$ _____	
ACCEPTED AS TO THE FOLLOWING ITEMS:			
		DISTRICT OF COLUMBIA COURTS	
CONTRACT PERIOD: _____		BY: _____ CONTRACTING OFFICER	
		AWARD DATE _____	

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Ahmad Stanekzai, Senior Contract Specialist at ahmad.stanekzai@dccsystem.gov.

This solicitation is an **OPEN MARKET** procurement.

Questions and Explanation to Prospective Offerors:

The Courts will post all amendments and responses to offerors questions to the DC Courts Website at <https://www.dccourts.gov/about/procurement-contracts-branch> under Solicitations. Oral explanations or instructions given by the Courts Officials before the award will not be binding.

Proposal Submission and Identification. (See section L. for more information)

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 Introduction

District of Columbia Courts (“Courts” or “DCC”) on behalf of the Family Court of the Superior Court of the District of Columbia (“DCCA” or “Family Court”) is seeking a qualified Offeror (“Offeror”) to provide Guardian Ad litem (“GAL”) representation to abused and neglected children. **Offeror shall have a place of business located in the District of Columbia and its attorneys proposed to provide GAL shall be members of the bar of the District of Columbia.** The prospective Contractor (the “Contractor”) is also expected to provide training and technical assistance that is necessary to improve the quality of GAL representation in the Family Court.

B.2 Background & Description of the Family Court

B.2.1 The Family Court of the Superior Court of the District of Columbia is responsible for hearing cases involving abused and neglected children. The mission of the Family Court is to protect and support children brought before it, strengthen families in trouble, provide permanency for children and decide disputes involving families fairly and expeditiously while treating all parties with dignity and respect. One of the Family Court’s goals is to make child safety and prompt permanency the primary considerations in decisions involving children. One of the steps that the Court has taken to ensure that children are safe and grow up in permanent families is to provide the highest possible standard of legal representation for children under the Court’s jurisdiction.

B.2.2 The organizing principle of the Family Court is a one family one judge requirement for cases and proceedings. The Family Court works with all court serving agencies, attorneys and divisions of the Superior Court to identify cases involving the same child or family members and to coordinate the resolution of all involved cases.

B.3 Purpose

B.3.1 The purpose of this Request for Proposal (“RFP”) is to provide the Superior Court of the District of Columbia with competitive proposals in order to select the most qualified, efficient and cost-effective Offeror of GAL representation to abused and neglected children. The prospective contractor is also expected to provide training and technical assistance that is necessary to improve the quality of GAL representation in the District of Columbia Family Court.

B.3.1.1 Proposals shall be considered for a program to provide GAL representation to 400 children involved in child abuse and neglect cases annually.

B.3.1.2 The proposal should express the offeror’s expertise with GAL representation, child welfare

programs, adoption, guardianship, custody, child support, special education and domestic violence and the legal issues relevant to these areas.

B.4 The Offeror shall submit a price for the Base Year (“Base Year”) and all Option Years (“Option Year(s)”) for the services specified below and in accordance with Section C, Scope of Services, of this RFP.

B.5 Price Schedule Sheets

B.5.1 Base Year Lump Sum Contract Price:

CLIN No.	Item Description	Estimated Number of Participants/ Children	Unit	Unit Price	Number of Months	Total Price
001	Guardian ad litem Services (See also Section L.2.11)	400	Each	\$_____	12	\$_____

B.5.2 Option Year One (1) Lump Sum Contract Price

CLIN No.	Item Description	Estimated Number of Participants/ Children	Unit	Unit Price	Number of Months	Total Price
002	Guardian ad litem Services (See also Section L.2.11)	400	Each	\$_____	12	\$_____

B.5.3 Option Year Two (2) Lump Sum Contract Price

CLIN No.	Item Description	Estimated Number of Participants/ Children	Unit	Unit Price	Number of Months	Total Price
003	Guardian ad litem Services (See also Section L.2.11)	400	Each	\$_____	12	\$_____

B.5.4**Option Year Three (3) Lump Sum Contract Price**

CLIN No.	Item Description	Estimated Number of Participants/ Children	Unit	Unit Price	Number of Months	Total Price
004	Guardian ad litem Services (See also Section L.2.11)	400	Each	\$_____	12	\$_____

B.5.5**Option Year Four (4) Lump Sum Contract Price**

CLIN No.	Item Description	Estimated Number of Participants/ Children	Unit	Unit Price	Number of Months	Total Price
005	Guardian ad litem Services (See also Section L.2.11)	400	Each	\$_____	12	\$_____

Offerors shall certify cost and price data incorporated in price schedule and material cost tables above are accurate and complete and current as of the data certified below by authorized company.

Authorized Company Representative Name and Title

Authorized Company Representative Signature and Date

Company Name

Please refer to Attachment J.10, Form of Offer Letter and Price Schedule.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Legal Responsibilities

- C.1.1 The Contractor shall ensure that all attorneys serving under the contemplated contract comply with the Superior Court of the District of Columbia Child Abuse and Neglect Attorney Practice Standards and any other standards adopted by the Court which relate to legal representation by attorneys handling abuse and neglect cases.
- C.1.2 The Contractor shall fulfill a dual role, as a neutral fact finder for the judge and as a zealous advocate for the child's best interests. The Contractor shall also monitor any related litigation concerning the child, which may impact on any pending abuse and neglect case.
- C.1.3 The Contractor shall advocate for the child's safety, well-being and best interests. In this role, the Contractor shall fulfill the following functions:
 - C.1.3.1 Act as an investigator whose task it is to discover all the relevant facts;
 - C.1.3.2 Advocate for the child being represented by bringing all relevant facts before the Family Court at all court hearings;
 - C.1.3.3 Perform his/her duties as legal counsel whose task is to ensure the court has all available options before it at all stages of the proceedings, file appropriate pleadings and make legal arguments consistent with the child's best interest; and
 - C.1.3.4 Act as the child's guardian whose task is to ensure the child's interests are fully protected.
- C.1.4 To the extent practicable, the Contractor shall use the following criteria for determining what is in the child's best interest. The criteria shall include, but not be limited to:
 - C.1.4.1 Interviews/observations and discussions based on the child's developmental stage with the child in an environment familiar to the child;
 - C.1.4.2 A full and efficient investigation including interviews and consultation with the child's caretakers, relatives, therapists, teachers, doctors, social workers and other service providers to assess the child's circumstances;
 - C.1.4.3 Inquiries into all available placement and visitation alternatives; and
 - C.1.4.4 Investigations into available resources which may help to ameliorate issues affecting the child's needs.
- C.1.5 The Contractor shall take all steps to promote speedy permanence for the child, which shall generally mean attempting to reduce case delay, ensuring that the issue of reasonable efforts

is raised at all hearings, and working with the District agency responsible for the care of the child to identify and provide appropriate services to the family and to find the child a permanent home.

- C.1.6 The Contractor shall be responsible for ensuring that the child's wishes are expressed to the court, even if these wishes differ from the Contractor's representation of the child's best interest.
- C.1.7 The Contractor shall investigate and preserve tort claims pursuant to District of Columbia Rules of Professional Conduct Legal Ethics Opinion 252. The Contractor shall ensure that any apparent and legitimate claims available to the child are explored and, when appropriate, retain or request that the court appoint counsel to institute administrative or court actions related to the claim.
- C.1.8 The Contractor shall develop a program to provide GAL representation annually to 400 children involved in child abuse and neglect cases.
- C.1.9 The Contractor shall provide training and technical assistance to Counsel for Child Abuse and Neglect (CCAN) attorneys and improve the quality of GAL services in cases of abused and neglected children.
- C.10 The Contractor shall provide traditional legal services and participate in programs related to Family Court operations. Below are examples of such activities.

C.10.1 **Child Protection Mediation Program**

The Family Court goal is to promote the use of Alternative Dispute Resolution (ADR) in appropriate cases involving children and families to resolve disputes in a non-adversarial manner and with the most effective means. ADR in the Family Court is provided through the Superior Court's Multi-Door Dispute Resolution Division. ADR in the form of two-party and multi-party mediation is proving to be highly beneficial in the context of child abuse and neglect cases. The Court has mediated child abuse and neglect cases since implementing a pilot project in 1998. Under the Family Court Act of 2001, the Family Court has expanded the Child Protection Mediation Program to include all child abuse and neglect cases as long as it is consistent with the safety of the child and any other involved parties.

C.10.2 **Family Treatment Court**

This program consists of a specialized court within the Family Court dedicated to the particular needs of substance abusing parents of neglected children.

C.10.3 **Collaborative Efforts**

The Family Court goal is to encourage and promote collaboration among all participants in the child welfare system to develop better working relationships between the Court, child

welfare agencies, schools, health care provider, service organizations and volunteers. As a result, the Contractor shall participate in system meetings that are intended to improve the services for children and families. For instance, the Contractor shall serve as a member of the Family Court Implementation Committee.

PART 1

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

- E.1.1 DEFINITIONS: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- E.1.2 The Contractor shall provide and maintain an inspection system acceptable to the District of Columbia Courts covering the services furnished under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long as the contract requires.
- E.1.3 The Courts has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Courts shall perform inspections and test in a manner that shall not unduly delay the work.
- E.1.4 If the Courts perform inspections or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E.1.5 If any of the services do not conform with the contract requirements, the Courts may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by reperformance, the Courts may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- E.1.6 If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Courts that is directly related to the performance of such service or (2) terminate the contract for default.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 **Term of Contract:**

F.1.1 The base period of the contract shall be for one year from the date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract document. The anticipated start date is October 1, 2023 through September 30, 2024.

F.2 **Option to Extend the Term of the Contract:**

The Courts may extend the term of this contract for four one (1) year periods, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

If the Courts exercise this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate the Courts to exercise this option.

The offeror shall include in its price proposal, the price for the base year and all option years. **Failure to submit price for base year and all option years may cause the Courts to exclude your offer from further consideration.**

The total duration of this contract including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 **Deliverables:**

All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the Contracting Officer's Technical Representative (COTR) the deliverable(s) specified below within the designated time frames:

F.3.1 The Contractor shall provide the following:

- a. By the 10th working day of each month, provide a monthly report with each invoice that includes the following for each case:
 - i. Neglect case number

- ii. Name of child
 - iii. Age of child
 - iv. Permanency goal
 - v. Date of closure and case outcome
 - b. Within 30 days of the end of each quarter, provide a quarterly report that includes aggregated information for all cases handled during that quarter:
 - i. The total amount of time spent in court hearings (understanding that for reporting purposes, mediation is considered a court hearing).
 - ii. The amount of time spent out of hearings categorized as:
 - 1. Attorney work
 - 2. Investigation
 - 3. Supervision
 - 4. Social work
 - c. The quarterly report shall provide the information required by F.3.1 (b) for each child rather than as an aggregate report.
- F.3.2 Provide by the 5th working day after the Court's request, a fiscal year report of the Contractor's operations including but not limited to a statement of the financial condition of offeror and a summary of services performed during the year.
- F.3.3 Provide by the 5th working day after the Courts' request, an annual independent audit prepared by a certified public accountant.
- F.3.4 Provide by the 5th working day after the Court's request, a Quality Assurance Plan to include surveillance schedule and surveillance method to be used.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

The Contractor shall be compensated at the established unit price. The Contractor shall invoice the Courts on a monthly basis at the established unit price. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be made within 30 days after receipt and approval of a proper invoice.

G.2 Invoice Submittal

G.2.1 Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform (IPP)** System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.

G.2.2 After contract and purchase order award, in order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.

G.2.3 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the Contractor's invoice shall include the following information:

- a. Name and address of the Contractor
- b. The purchase order number
- c. Invoice date
- d. Invoice number
- e. Name of the Contracting Officer Technical Representative (COTR)
- f. COTR e-mail address
- g. Description, quantity, unit of measure, and extended price of the services or supplies actually rendered.

G.2.4 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract. The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to

authorization of payment.

G.3 Final Invoice

- G.3.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- G.3.2 The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G.4 Tax Exempt

The Courts are exempt from taxation pursuant to D.C. Code 47-2005(1).

In addition, the Contractor shall complete **Attachment J.8 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

G.5 Prompt Payment Act

The Courts will pay interest (late charge) on each electronically receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G.6 Audits

At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

G.7 Contracting Officer and Contracting Officer's Technical Representative (COTR)

- G.7.1 **Contracting Officer.** The District of Columbia Courts' Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Geoffrey A. Mack
Acting Administrative Officer
Administrative Services Division

District of Columbia Courts
700 6th Street, N.W., 12 Floor
Washington, D.C. 20001
Telephone Number: (202) 879-4264
Email: Geoffrey.Mack@dccsystem.gov

- G.7.2 Contracting Officer's Technical Representative (COTR):** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

William Ecenbarger
Family Court Supervisory Attorney
Family Court Operations Division
District of Columbia Courts
500 Indiana Avenue, N.W., Suite 4240
Washington, D.C. 2000
Telephone # (202) 879-1301
Email: william.ecenbarger@dcsc.gov

G.7.3 Authorized Representative of the Contracting Officer.

The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

G.8 Payment Office

- G.8.1** The Contractor shall prepare and submit invoices electronically or mail and in duplicate copies to (refer to Section G.2.4):

Accounting Supervisor Financial Operations Division D.C. Superior Court 700 6 th Street, NW, 12 th Floor Washington, DC 20001 Telephone Number: (202) 879-2813 Email: accountingbranch@dccsystem.gov	William Ecenbarger Family Court Supervisory Attorney Family Court Operations Division District of Columbia Courts 500 Indiana Avenue, N.W.; Suite 4240 Washington, DC 2000 Telephone Number: (202) 879-1301 Email: william.ecenbarger@dcsc.gov
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- G.8.2 THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE**

CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Other Contractors

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

H.2 Disclosure of Information

H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

H.2.2. In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

H.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.3 Rights in Data

H.3.1 "Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost and pricing, or management information.

- H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.
- H.3.3 The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.
- H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The Offeror hereby acknowledges that all data produced by the Offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the Offeror's request to publish or reproduce data in professional or public relations trade publications.
- The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- H.3.6 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired,

including use at any Courts installation to which the computer may be transferred by the Courts;

H.3.7 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

H.3.8 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

H.3.9 The restricted rights set forth in section H.3.5- H.3.8 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____, with _____; and
(Insert Contractor's Name)

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.

H.3.10 In addition to the rights granted in Section H.3.5- H.3.8 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section H.3.5- H.3.8 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

H.3.11 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, H.3, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to

enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.

H.3.12 For all computer software furnished to the Courts with the rights specified in Section H.3.4, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section H.3.4. For all computer software furnished to the Courts with the restricted rights specified in Section H.3.5- H.3.8, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

H.3.13 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

H.3.14 Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.

H.3.15 Paragraphs H.3.5- H.3.8, H.3.9, H.3.10, H.3.13 and H.3.14 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

H.4 Key Personnel

H.4.1 The personnel named in the technical proposal will remain responsible throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the Contracting Officer.

H.5 Data Sources

H.5.1 The Courts will provide the successful Offeror all available data possessed by the Courts that relates to this contract. However, the successful Offeror is responsible

for all costs for acquiring other data or processing, analyzing or evaluating Courts data.

H.6 Safeguards of Information

H.6.1 Unless approved in writing by the Contracting Officer, the successful Offeror may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the successful Offeror under the final contract. The successful Offeror(s) must maintain all records in compliance with federal and state laws and regulations.

H.7 Access to and Inspection of Work

H.7.1 The Courts' Representatives will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

H.8 Americans with Disabilities Act Requirements

H.8.1 The Courts is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all Courts programs, activities and services. Government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any Courts contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

H.9 News Release by Vendors

H.9.1 As a matter of policy, the Courts do not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the Courts. All proposed news releases shall be routed to the Contracting Officer for review and approval.

H.10 Security Requirements

The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per District of Columbia Courts' security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

H.11 Contractor Management Responsibility (MAR 2010)

The Contractor shall appoint a Project Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all

services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be present at scheduled deliverables presentations and responsible for insuring that any requested changes be made to the final product. The Contractor shall identify the Project Manager, in writing, within 5 days of contract award.

H.12 Suspension Of Work (Mar 2010)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Courts.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

H.13 Court Delay of Work (MAR 2010)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract,

or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

H.14 Safety Precautions (MAR 2010)

(a) The Contractor shall perform all work in accordance with the Safety Standards of the District of Columbia and the Occupational Safety and Health Act of 1970.

(b) The Contractor or his representative shall be thoroughly familiar with these standards and have copies of the same available at the project site at all times.

(c) The Courts its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

H.15 Use Of Premises (MAR 2010)

(a) The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

(b) The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court.

(c) Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.

(d) The Contractor shall use only such entrances to the work area as designated by the COTR.

(e) Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

(f) Only such portions of the premises as required for proper execution of the contract shall be occupied.

(g) All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.

(h) Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

(i) All work shall be carried on in an orderly manner performed in such manner to cause minimum:

(1) Interference with or disruption of normal activities in the building which is occupied; and

(2) Noises or disturbances.

H.16 Access To Building (MAR 2010)

(a) Contractor will be given access to the building, except to secure all sensitive areas or where work is specified to be performed at specified periods.

(b) Contractor will be given access to buildings only on Monday through Friday of each week.

(c) Contractor shall make all necessary arrangements for access to the building after regular working hours and/or for work on Saturday, Sunday or Holidays with the COTR.

(d) Should the Contractor desire to work on Saturdays, Sundays, or holidays, he/she must receive permission in writing from the COTR or designee. If permission is granted, all work performed shall be at no additional expense to the Court.

H.17 Availability Of Funds For The Next Fiscal Year (MAR 2010)

The Court's obligation for performance of this contract beyond fiscal 2024 is contingent upon the availability of appropriated funds from which payment for

contract purposes can be made. No legal liability on the part of the Courts for any payment may arise for performance under this contract beyond fiscal year 2024, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

H.18 Consent to Subcontract (MAR 2010)

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.19 Subcontracts (MAR 2010)

- (a) Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.
- (b) The divisions or sections of the specifications are intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
- (c) The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- (e) The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- (f) Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontract approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.20 Publicity

The Contractor shall at all times obtain the prior written approval from the Court's Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.21 Protection of Property:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.22 Liability

The Contractor shall hold the District of Columbia free of any damages resulting from consumption of products delivered under this contract, when such damages are attributed to foreign material or other defects in products delivered by the Contractor.

H.23 Data Sources

The Courts will provide the successful Offeror all available data possessed by the Courts that relates to this contract. However, the successful Offeror is responsible for all costs for acquiring other data or processing, analyzing or evaluating Courts data.

H.24 Safeguards of Information

Unless approved in writing by the Contracting Officer, the successful Offeror may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the successful Offeror under the final contract. The successful Offeror(s) must maintain all records in compliance with federal and state laws and regulations.

H.25 Access to and Inspection of Work

The Courts' Representatives will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

H.26 Wage Rates

The Contractor shall be bound by the attached Wage Determination No.2015-4281, Revision No. 25, dated December 27, 2022, issued by the U.S. Department of Labor, in accordance with the Service Contract Act of 1965, as amended (41U.S.C.

351, incorporated herein as J.11. The Contractor shall be bound by the prevailing wage rates for the term of the contract. If the Courts exercise any option year, the Contractor shall be bound by the wage determinations in effect at that time.

H.27 Prompt Payment Act

The Courts will pay interest (late charge) on each electronically receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

PART II

SECTION I - CONTRACT CLAUSES

I.1 Applicability of General Provisions Applicable to the D.C. Courts Contracts

The General Provisions Applicable to D.C. Courts Contracts (Attachment J. 1) shall be applicable to the contract resulting from this solicitation.

I.2 Restriction On Disclosure and Use of Data

Offerors who include in their proposals data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall so state in their proposal.

I.3 Ethics in Public Contracting

The Offeror shall familiarize itself with the Court's policy entitled "Ethics In Public Contracting". The Offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment J.3.

I.4 Disputes

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the District of Columbia Courts.

I.5 Laws and Regulations

All applicable laws, Courts rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

I.6 Non-Discrimination

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(2001) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

I.7 Examination of Books and Records

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

I.8 Record Keeping

The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records shall be subject to periodic audit by the Court.

I.9 Subcontracts.

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

I.10 Protest

I.10.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
Facsimile Number: (202) 879-2835

I.10.2 A protest shall include the following:

I.10.2.1 Name, address and telephone number of the protester;

I.10.2.2 solicitation or contract number;

I.10.2.3 Detailed statement of the legal and factual grounds for the protest, including

copies of relevant documents;

I.10.2.4 Request for a ruling by the Contracting Officer; and

I.10.2.5 Statement as to the form of relief requested.

I.11 **Debriefing (MAR 2010)**

An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.10 above within (3) calendar days from the date of receipt of the notification of award.

I.12 **Insurance**

I.12.1 **General Requirements**

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving the evidence of required coverage prior to commencing work under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of that insurer(s) have been provided to and accepted by the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration.** The Contractor shall require all subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event that the stated limits in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

I.12.2 **Automobile Liability Insurance**

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

I.12.3 Workers' Compensation Insurance

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.12.4 Employer's Liability Insurance

The Contractor shall provide employer's liability insurance as follows: \$1 million per accident for injury; \$1 million per employee for disease; and \$1 million for policy disease limit.

I.12.4 Duration

The Contractor shall carry all required insurance until the contract work is accepted by the Courts and shall carry the required General Liability; and any required Employment Practices Liability Insurance for five (5) years following final acceptance of the work performed under this contract.

I.12.5 Liability

These are the required minimum insurance limits required by the Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS WILL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

I.12.6 Measure of Payment

The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.12.7 Notification

The Contractor shall immediately provide the Contracting Officer with written notice in the event its insurance has or will be substantially changed, cancelled or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.

I.12.8 Certificates of Insurance

The Contractor shall submit Certificates of Insurance giving evidence of the

required insurance coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Ahmad Stanekzai
Senior Contract Specialist
700 6th Street, N.W., 12th Floor
Washington, DC 20001
Phone: 202-879-7584
Ahmad.stanekzai@dccsystem.gov

I.12.9 Disclosure of Information

The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract

I.13 Cancellation Ceiling

I.13.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year 2017, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.14 Order of Precedence (MAR 2010)

I.14.1 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) Supplies and Services or Price/Cost Section (Section B);
- (b) Specifications/Work Statement (Section C);
- (c) Special Contract Requirements (Section H);
- (d) Deliveries and Performance (Section F);
- (e) Contract Clauses (Section I);
- (f) Contract Administration Data (Section G);
- (g) Inspection and Acceptance (Section E); and

(h) Contract Attachments (Section J) in the order they appear.

I.15

CONTINUITY OF SERVICES (MAR 2010)

(a) The Contractor recognizes that the services under this contract are vital to the Courts and must be continued without interruption and that, upon contract expiration, a successor, either the Courts or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 General Provisions Applicable to D.C. Courts Contracts**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 Certification Regarding a Drug-Free Workplace**
- J.8 District of Columbia Courts Release of Claims**
- J.9 Past Performance Evaluation Form**
- J.10 Price Proposal/Price Schedule Sheet**
- J.11 Wage Determination Act**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Certification Regarding a Drug-Free Workplace

K.1.1 Definitions. As used in this provision:

K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6 "Individual" means an Offeror/contractor that has no more than one employee including the Offeror/contractor.

K.1.2 By submission of its offer, the Offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contract of less than 30 calendar

days performance duration, but in any case, by a date prior to when performance is expected to be completed.

K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;

K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

K.1.2.6 The notice shall include the position title of the employee; and

K.1.2.7 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to

any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

K.1.3 By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

K.1.4 Failure of the Offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the Offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(a)(2) (i) and (ii).

K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.1.6 **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

K.2 REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

K.2.1 ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

NOTE: Offeror may acknowledge addendum here or on addendum or both.

K.3. WALSH-HEALY ACT

If your offer is \$10,000 or more, the following information **MUST** be furnished:

(a) Regular Dealer

- () The Offeror is a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- () The Offeror is not a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

(b) Manufacturer

- () The Offeror is a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- () The Offeror is not a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

K.4 BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 26 of the District of Columbia Courts General Contract Provisions), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN
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K.5 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

- ____ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.
- ____ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the offer is considered to be a certification by the signatory that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before offer opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:
- _____
(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
- (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TYPE OF BUSINESS ORGANIZATION

Offeror operates as () an individual, () a partnership, () a nonprofit organization, () a corporation, incorporated under the laws of the State of _____, () a joint venture, () other.

K.8 PAYMENT IDENTIFICATION NO.

The District of Columbia Courts utilizes an automated vendor database. All firms are required to submit their Federal Tax Identification Number. Individuals must submit their social security numbers.

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.

PART V

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Proposal Submission and Identification

L.1.1 The District of Columbia Courts will not accept a facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic offers.

L.1.2 Proposals shall be submitted **BY EMAIL ONLY** (electronic version PDF format). The RFP number, title and proposal due date are as follows:

Solicitation Number: DCSC-23-RFP-67

Caption: “Guardian ad litem (GAL) Representation to Abused and Neglected Children”

Proposal Due Date & Time: May 5, 2023, no later than 2:00 P.M., EST

L.1.3 Confidentiality of Submitted Information:

L.1.3.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

L.1.3.1.1 *"This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*

L.1.3.2 The specific information within the proposal which the offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

L.1.3.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".*

L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the offeror, use,

without restriction, information contained in this proposal package if it is obtained from another source.

- L.1.4 The Proposals shall be submitted **BY EMAIL ONLY** to Mr. Ahmad Stanekzai, Senior Contract Specialist at ahmad.stanekzai@dccsystem.gov **no later than 2:00 p.m., EST on May 5, 2023.**

L.2 Proposal Information and Format:

- L.2.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Statement of Work. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

- L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **The proposal shall be prepared in two volumes. Volume I – Technical Proposal and Volume II - Price Proposal.**

- L.2.2.1 **Volume I - Technical Proposal shall comprise the following sections and information:**

Section A	Transmittal Letter
Section A	General Information, Certifications, Affidavits, & Other Submissions (Please refer Section L.2.3 – General Information and Section L.10 Certifications, Affidavits, & Other Submissions)
Section B	Technical Approach: (Please refer to Section L.2.5)
Section C	Past Performance: (Please refer to Section L.2.6)
Section D	Firm's/Organization's Experience: (Please refer to Section L.2.7)
Section E	Experience and Qualification of key personnel: (Please refer to Section L.2.8)
Section F	Disclosures (Please refer to Section L.2.9)

L.2.2.2 Volume II – Price Proposal shall comprise the following tab:

Tab A	Price Proposal a. Form of Offer Letter & Price Schedule (Attachment J. 10) & Detailed price breakdown of all prices (See also, Section L.2.10).
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L.2.3 General Information.

L.2.3.1 Each Offeror must provide the following information in this section:

L.2.3.1.1 If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements;

L.2.3.1.2 Ownership structure;

L.2.3.1.3 Ownership by foreign corporation with an interest exceeding five (5) percent;

L.2.3.1.4 Articles of incorporation, partnership or joint venture agreement; and

L.2.3.1.5 Documentary evidence that the offeror is located and is authorized to conduct business in the District. Document should include copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification.

L.2.4 Transmittal Letter

L.2.4.1 The Offerors must provide a transmittal letter along with their proposals briefly summarizing the Offeror's ability to supply the requested services that meet the requirements defined in this RFP. The transmittal letter shall be signed by an authorized person to commit the Offeror to its representations, and who can certify that the information offered meets all general condition.

L.2.5 Technical Approach

L.2.5.1 The Offeror shall provide a **comprehensive plan to accomplish the work described in Section "C" - Description/Specifications/Statement of Work**. This shall include:

L.2.5.1.1 A detail technical understanding of all of the RFP requirements.

L.2.5.1.2 A detail technical approach to successfully fulfilling the requirements of the RFP.

- L.2.5.1.3 A comprehensive technical plan listing all project tasks with clear and achievable deadlines for the completion of tasks to meet project objectives.
- L.2.5.1.4 A detail management plan which clearly defined project responsibilities and accountability.
- L.2.5.1.5 A staffing plan of the proposed staffing level and labor mix. The plan shall identify the number of attorneys and support staff required to adequately performing the projected workload. For the purposes of this solicitation, “support staff” is defined as investigative, clerical and paralegal staff.
- L.2.5.1.7 Proposed Quality Assurance Plan to include surveillance schedule and surveillance method to be used.
- L.2.5.1.8 Plan for implementing training and technical assistance to Counsel for Child Abuse and Neglect (CCAN) panel attorneys involved or seeking involvement in GAL representation at the Court
- L.2.6 Past Performance:**
- L.2.6.1 The information requested in this section shall facilitate the evaluation of the Offeror’s past performance in delivering the Court’s requirements as described herein.
- L.2.6.2 The Offeror shall provide any information to substantiate the Offeror’s past performance in completing the requirements of Section C. The Offeror shall provide the following information:
- L.2.6.3 **References:**
- The name, address and contact person of three (3) references (**See Attachment J.9**) for which services of this nature have been provided in the past five (5) years.
- L.2.6.4 Past Performance Evaluation Form (**Attachment J.9**) will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the Period of performance, dollar amount, Timeliness of Performance, Cost Control Business Relations and Customer Satisfaction.
- L.2.6.5 Past performance information will be used for both responsibility determinations and as an evaluation factor against which Offeror’s relative ranking will be

compared in accordance with the evaluation criteria set forth in Section M. The Court will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP. In determining the rating for the past performance, the Court may give consideration to the contracts which are relevant to the RFP.

- L.2.6.6 The Court reserves the right to contact the owners of projects known to have been completed within the last five (5) years but not supplied as references, and the information received may be used in the evaluation of past performance.

L.2.7 Firm/Organization Experience:

- L.2.7.1 Documentation indicating the capabilities and experience of the firm's expertise with GAL representation, child welfare programs, adoption, guardianship, custody, child support, special education and domestic violence, and the legal issues relevant to these areas or other similar experience.

L.2.8 Experience, Qualifications and Resumes of Key Personnel

- L.2.8.1 Each Offeror must provide the following information in this section:

- L.2.8.1.1 Staff's expertise, knowledge and experience, as well as the organizational capacity to fulfill GAL representation, child welfare programs, adoption, guardianship, custody, child support, special education and domestic violence and the legal issues relevant to these areas;

- L.2.8.1.2 Background and experience of all potential project personnel;

- L.2.8.1.3 Resumes of all proposed staff;

- L.2.8.1.4 **Documentation showing Offeror's proposed attorneys are members of the bar of the District of Columbia.**

- L.2.8.1.5 Complete documentation of an implementation plan that outlines attorney minimum qualifications, continuing education hours required, and availability of law office facilities;

- L.2.8.1.6 A statement describing standard training to be offered to attorney staff members by the Offeror and a statement outlining the supervisory structure expected to complement both attorney and support staff.

L.2.9 Disclosure

L.2.9.1 This section of the proposal shall include the disclosure information described below:

L.2.9.1.1 Disclosure details of any legal action or litigation past or pending against the Offeror;

L.2.9.1.2 A statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and

L.2.9.1.3 Documentary evidence (e.g. certificates) that the Offeror has a place of business located in the District of Columbia and is authorized to conduct business in the District, and the Offeror is current in its tax obligation to the District of Columbia.

L.2.10 Price Proposal

L.2.10.1 A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The price furnished by the Offeror shall be itemized for the services set forth in Section C. The Offeror's price proposal shall become a part of the awarded contract. The Offeror's price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

L.3 Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals:

L.3.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.3.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;

L.3.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or

L.3.1.3 The proposal is the only proposal received.

L.3.2 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.3.4 A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.

L.3.5 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 Questions:

L.4.1 Questions concerning this RFP **must be directed by e-mail to:**

Ahmad Stanekzai Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
E-mail address: ahmad.stanekzia@dccsystem.gov
Telephone Number: (202) 879 –7584

L.4.2 For further information on submission of questions, please refer to section L.5 of this RFP.

L.5 Explanation to Prospective Offerors:

L.5.1 **Any prospective Offeror desiring an explanation or interpretation of this solicitation must request it by email no later than *April 11, 2023, by 2:00 p.m., EST.*** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an amendment to the solicitation, if that information is

necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offerors. Amendments will be post at <http://www.dccourts.gov/dccourts/courtsystem/procurement.jsp>. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 Changes to the RFP:

- L.6.1 The terms and conditions of this RFP may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

L.7 Contract Award:

- L.7.1 The Courts intends award a contract to the responsible Offeror for the services required under this RFP to the Offeror whose proposal is determined to be most advantageous to the Court, taking into consideration the evaluation factors set forth in Section M. In addition to the evaluation factors specified in Sections M.2 and M.3, a firm must meet the general responsibility criterion specified in section M.4. of this RFP to be considered for award.
- L.7.2 The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of price, technical, and other factors.

L.8 Cancellation of Award

- L.8.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

L.9 Official Offer

- L.9.1 Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

L.10 Certifications, Affidavits and Other Submissions

- L.10.1 Offerors shall complete and return with their proposal the attachments listed below:

- a) Solicitation/Offer/Award Form. Completed Solicitation/Offer/Award Form (Section A of this RFP);
- b) Representations, Certifications and Acknowledgments (Section K of this RFP);
- c) Anti-Collusion Statement (Attachment J.2.);
- d) Ethics in Public Contracting (Attachment J.3);
- e) Non-Discrimination (Attachment J.4);
- f) Certification of Eligibility (Attachment J.5);
- g) Tax Certification Affidavit Attachment J.6);
- h) Certification of a Drug-Free Workplace (Attachment J.7); and
- i) Past Performance Evaluation Form (Attachment J. 9).

L.11 Retention of Proposals

- L.11.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the Offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

L.12 Public Disclosure under FOIA:

- L.12.1 Trade secrets or proprietary information submitted by an Offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the Offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the Offeror's entire proposal is proprietary will have no effect whatsoever.

L.13 Examination of Solicitation:

- L.13.1 Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the Offeror's risk.

L.14 Acknowledgment of Amendments:

- L.14.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the

acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

L.15 Right to Reject Proposals:

- L.15.1 The Courts reserves the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

L.16 Proposal Preparation Costs

- L.16.1 Each Offeror shall bear all costs it incurs in providing responses to this RFP and for providing any additional information required by the Courts to facilitate the evaluation process. The successful Offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

L.17 Prime Contractor's Responsibilities

- L.17.1 Each Offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this RFP.
- L.17.2 If the Offeror's proposal includes services provided by others, the Offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.18 Contract Type:

- L.18.1 This is a firm-fixed price contract.

L.19 Failure to Respond to Solicitation:

- L.19.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or postcard whether the prospective Offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective Offeror's name may be removed from applicable mailing list.

L.20 Signing Offers and Certifications:

- L.20.1 Each Offeror must provide a full business address and telephone number of the Offeror and

BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS. All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the Offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request, an Offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the Offeror shall submit to the Contracting Officer, the agent's authority to bind the Offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

L.21 Errors in Offers:

- L.21.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the Offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.22 Authorized Negotiators

- L.22.1 The Offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.23 Acceptance Period

- L.23.1 The Offeror agrees keep its offer open for one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals.
- L.23.2 If discussions are held with Offerors, all Offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions (FPR) at the designated date and time. Offerors agree keep their FPRs open for one hundred twenty (120) days from the date specified for the submission of FPRs.

L.24 Oral Presentations

- L.24.1 Although the Court may award this contract without further discussion, at its

discretion, the Court may choose to invite Offerors to make oral presentations after the initial submission of the response to proposals or conduct formal discussions with all qualified Offerors. Should the Court choose to entertain oral presentations, the top three Offerors shall be informed of the Court's intention. If oral presentations are requested, the invited presenters shall be asked to provide a one-hour presentation of their proposal. The Court shall reserve up to a half hour for questions and answers after the presentation.

PART VI

SECTION M - EVALUATION FACTORS

M.1 **Evaluation for Award**

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The evaluation criteria are listed in M.2 below in descending order of importance. The non-price factors when combined are significantly more important than Price. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the Offeror's best terms from a cost and technical standpoint.

M.1.1 The Courts will perform an initial evaluation of each Offeror's proposal using the technical evaluation criteria stated below. The recommendation for award will be based upon the total points awarded for the technical evaluation of the written proposals plus the evaluation of the Offeror's price proposal for realism, reasonableness, and completeness.

M.1.2 If discussions are held with Offerors, all Offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions.

M.2 **Technical Evaluation Criteria**

M.2.1 The technical evaluation factors set forth below shall be used to evaluate each proposal. The maximum points for technical are 100 total points. The criteria for evaluating the proposals and their respective points are as follows:

Item No.	Evaluation Criteria	Maximum Points
M.2.1	Technical Approach: (Please refer to Section L.2.6)	0-35 Points
	a. Technical understanding of all of the RFP requirements.	0-5 Points
	b. Technical approach to successfully fulfilling the requirements of the RFP.	0-5 Points
	c. Comprehensive technical plan listing all project tasks with clear and achievable deadlines for the completion of tasks to meet project objectives	0-5 Points
	d. Detail management plan which clearly defined project responsibilities and accountability.	0-5 Points
	e. Staffing plan of the proposed staffing level and labor mix.	0-5 Points

	f. Quality Assurance Plan to include surveillance schedule and surveillance method to be used.	0-5 Points
	g. Plan for implementing training and technical assistance to Counsel for Child Abuse and Neglect (CCAN) panel attorneys involved or seeking involvement in GAL representation at the Court.	0-5 Points
M.2.2	Past Performance: (Please refer to Section L.2.7) a. Offeror's past performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.	0 – 25 Points
M.2.3	Firm's/Organization's Experience: (Please refer to Section L.2.8) a. Documentation indicating the capabilities and experience of the firm's expertise with GAL representation.	0 – 20 Points
M.2.4	Experience and Qualification of key personnel: (Please refer to Section L.2.9) a. Staff's expertise, knowledge and experience, of key personnel.	0 – 20 Points
Total Technical Points		100 Points

M.3 Price Proposal Evaluation

M.3.1 The Courts will not rate or score price, but will evaluate each Offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offeror's understanding of the solicitation requirements and the validity of the Offeror's approach to performing the work. Alternative price proposals, if considered by the Courts, will be evaluated on contract type risk, potential savings, other advantages or disadvantages to the Courts, and the discretion of the government.

M.3.2 Realism: The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:

- a. Do the proposed prices reflect a clear understanding of the requirements?
- b. Do the proposed prices for performing various functional service

requirements reflect the likely costs to the Offeror in performing the effort with reasonable economy and efficiency?

- c. Are proposed prices unrealistically high or low?
- d. Are the proposed prices consistent with the technical and management/staffing approach (e.g., if the Offeror proposes a staff of x people, the price proposal must account for x people)?

M.3.3 Reasonableness: In evaluating reasonableness, the Courts will determine if the Offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact price. In the evaluation the Courts will consider the following:

- a. Is the proposed prices (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- b. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the Offeror's technical and management approach?

M.3.4 Completeness: In evaluating completeness, the Courts will determine if the Offeror's provides pricing data of sufficient detail to fully support the offer and permit the Courts to evaluate the proposal thoroughly. In the evaluation the Courts will consider the following:

- a. Do the proposed prices include all price elements the Offeror is likely to incur in performing the effort?
- b. Are proposed prices traceable to requirements?
- c. Do proposed prices account for all requirements?
- d. Are all proposed prices supported with adequate data to permit a thorough evaluation?

M.4 Prospective Contractor's Responsibility

M.4.1 In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective

contractor must establish that it has:

- M.4.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
 - M.4.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - M.4.1.3 A satisfactory record of performance;
 - M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
 - M.4.1.5 Compliance with the applicable District licensing, tax laws, and regulations; and
 - M.4.1.6 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M.4.2 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an Offeror to comply with a request for information may subject the Offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court's Contracting Officer shall determine the Offeror to be nonresponsible.